

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES

THE DOW CHEMICAL COMPANY

and

Cases 7-CA-45240  
7-CA-45986

LOCAL 12075, UNITED STEELWORKERS  
OF AMERICA, AFL-CIO

**Joseph Canfield, Esq.,**  
for the General Counsel.  
**Betsy Kyle and George Mesry, Esqs.,**  
for the Respondent.

BENCH DECISION

Jane Vandeventer, Administrative Law Judge. This case was tried on September 15 and 16, 2003, in Bay City, Michigan. On September 16, 2003, after hearing oral arguments by counsel, I issued a Bench Decision pursuant to Section 102.35(a)(10) of the National Labor Relations Board's Rules and Regulations, setting forth findings of fact and conclusions of law.

I certify the accuracy of the portion of the transcript, as corrected,<sup>1</sup> pages 143 to 161, containing my Bench Decision, and I attach a copy of that portion of the transcript, as corrected, as "Appendix A."

Attached as "Appendix B" is the Notice referred to in the order portion of the Bench Decision.

The first Conclusion of Law set forth in my Decision is herewith modified as follows:

"1. The information sought by the Union in its letters of April 2, April 30, and October 8, 2002, is relevant and necessary to the performance of the Union's duty as the collective bargaining representative of the unit employees."

The first four numbered paragraphs of the Order in my Decision are herewith modified as follows:

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<sup>1</sup> I have corrected the transcript containing my Bench Decision and the corrections are reflected in the attached Appendix B.

“1. Cease and desist from

5 (a) Refusing to bargain with Local 12075, United Steelworkers of America, AFL-CIO, as the exclusive bargaining representative of the employees in the appropriate unit by refusing to provide to furnish information that is relevant and necessary to the Union’s role as the exclusive bargaining representative of unit employees.

10 (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

15 (a) Furnish to the Union in a timely manner the information in issue in this case as requested by its letters of April 2, April 30, and October 8, 2002.”

20 The citations to several cases mentioned in the decision are as follows: **St. Luke Lutheran Home for the Aging**, 317 NLRB 575, 578 (1995); **West Point Pepperell, Inc.**, 200 NLRB 1031, 1039 (1972); **U.S Postal Service**, 308 NLRB 547 (1992); **Reno Sparks Citilift** (cited as **ATC Vancom** in my Decision), 326 NLRB 1432 (1998); **American Standard**, 203 NLRB 1132 (1993); **Boston Mutual Life Insurance Company**, 170 NLRB 1672 (1968); **BC Industries**, 307 NLRB 1275 (1992).

25 Exceptions may now be filed in accordance with Section 102.46 of the Board’s Rules and Regulations, but if they are not timely or properly filed, Section 102.48 provides that my Bench Decision shall automatically become the National Labor Relations Board’s Decision and Order.

Dated at Washington, D.C., October 22, 2003.

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Jane Vandeventer  
Administrative Law Judge

APPENDIX B

NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union  
Choose representatives to bargain with us on your behalf  
Act together with other employees for your benefit and protection  
Choose not to engage in any of these protected activities

**WE WILL NOT** refuse to bargain with Local 12075, United Steelworkers of America, AFL-CIO, as the exclusive bargaining representative of the employees in the appropriate unit by refusing to furnish information that is relevant and necessary to the Union's role as the exclusive bargaining representative of unit employees.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

**WE WILL** furnish to the Union in a timely manner information in issue in this case as requested by the Union on April 2, April 30, and October 8, 2002.

**THE DOW CHEMICAL COMPANY**

**(Employer)**

**Date**  
**d**

**By**

**(Representative)**

**(Title)**

**This is an official notice and must not be defaced by anyone.**

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlrb.gov](http://www.nlrb.gov).

477 Michigan Avenue, Federal Building, Room 300, Detroit, MI 48226-2569

(313) 226-3200, Hours: 8:15 a.m. to 4:45 p.m.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (313) 226-3244.

APPENDIX A

Page and Line(s)	Correct	To
143:20	parties presented have	parties have
144:7	facility valued	facility products valued
144:18	agreement in effect is	agreement is
145:12	contested, although, if you made the – the	contested. The
146:13	Company's – the exhibits	Company's exhibits
146:25	It also, the grievance document, that is,	The grievance document
147:8	relevance	relevant
147:8	duty to fair representation of	duty of fair representation to
148:10	On October, the	On October 8, the
148:10	Delete “---October 11th” at end of line	
148:11	Delete “I'm sorry---“	
148:15	previous side	a previous side
149:24	worth the while	worthwhile
150:18	to employee	to an employee
151:2	contain	concerns
153:2	330, No. 72 (2000).	330 NLRB No. 72 (2000).
153:9	agreement side	agreement, side
153:11	refuse	refusal
153:12	with claim	with a claim
153:13	Whether the waiver---the	The
154:10	otherwise,	otherwise;
154:11	unit employees, and, whether	unit employees. Whether

154:12	procure the,	procure,
154:15	Delete "as another --- "	
154:18	it's matter	it's a matter
154:20	to e	to be
154:24	I believe made, perhaps, based	perhaps based
154:25	Delete "that the---"	
155:1	that that	that it
155:8	Delete "So I do not—"	
155:20	Delete "I wish to—"	
155:24	Delete "I" at end of line	
155:25	Delete "think that the case law very clearly --"	
155:25	there	There
156:5	317 No. 84	317 NLRB No. 84
156:8	Delete "that there is no—"	
156:11	use of the waiver	use of the word "waiver"
156:12	word arbitration	word "arbitration"
156:13	word arbitration	word "arbitration"
156:13	especially, next to the word	especially next to the word "waiver"
156:17	will...in matters	"will...in matters"
157:6	construe that this is--	construe that this is a waiver.
157:12	no	not
157:15	Delete "this case may---"	
158:1	Delete "I dealt with the--"	

158:18	conditions those	conditions. Those
158:19	as sought	was sought
158:22	waive	waived
159:8	an issues	an issue is